

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>IN RE:</b>	§	
	§	
<b>PREFERRED READY-MIX, LLC.</b>	§	<b>CASE NO. 21-33369</b>
	§	
	§	
<b>DEBTOR</b>	§	<b>CHAPTER 11</b>

**LANDLORD’S OBJECTION TO CONFIRMATION OF  
DEBTOR’S PLAN OF REORGANIZATION**

(Docket No. 43)

Alisons Inc. L.L.C. (“Landlord”) hereby files this Objection to the Plan of Reorganization (the “Plan”) filed by the Debtor (Docket No. 43) in the above-referenced case, and states:

1. Landlord and Debtor entered into a Commercial Lease Agreement, effective as of March 31, 2021 (the “Lease”), for the premises located at 8750 Scranton Street, Houston, Texas 77075.
2. Debtor has failed to file all monthly operating reports as required by the Bankruptcy Code, therefore, Debtor failed to satisfy the confirmation requirements of § 1129(a)(2) of the Bankruptcy Code.
3. Debtor’s proposed Plan payments total \$13,742.10 for the first four (4) months, then drops to \$8,742.10 for the remaining 56 months, however, Debtor’s total revenue, according to the October 2021 operating report, shows that it is \$2,185.00.
4. Accordingly, confirmation of the Debtor’s Plan should be denied as not feasible under § 1129(a)(3) of the Bankruptcy Code.
5. The Debtor’s Plan provides the following under Executory Contracts:
  - a. General Provisions. “Assumption” of an executory contract or unexpired lease means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under

the Bankruptcy Code, if any. If you object to the assumption, and if applicable the assignment, of your unexpired lease or executory contract under the Plan, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to Confirmation, unless the Court has set an earlier time.

b. General Rejection of Executory Contracts and Unexpired Leases. Except for executory contracts and unexpired leases that have been assumed, and if applicable assigned, before the Effective Date or under section 6.08(b) of this Plan, or that are the subject of a pending motion to assume, and if applicable assign, or that were entered after the Petition Date, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the Effective Date.

6. The Plan does not assume the Lease and no motion is pending for assumption of the Lease.

7. Further, Debtor cannot assume the Lease until it first cures any default in the Lease. Debtor's Plan does not provide for a cure claim to be paid prior to assumption of the Lease.

Dated: January 28, 2022

Respectfully submitted,

**TRAN SINGH LLP**

/s/Brendon Singh

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**ATTORNEYS FOR ALISONS INC. L.L.C.**

**CERTIFICATE OF SERVICE**

I hereby certify that on January 28, 2022, a true and correct copy of the foregoing motion was served unto all parties on the attaches service list via first class U.S. Mail and via CM/ECF to all parties requesting notice.

/s/Brendon Singh  
Brendon Singh